

BOOTH APPLICATION & CONTRACT FORM

USA Pavilion at SIAL Paris 2006

October 22-26, 2006 | Paris, France

The company, as described below, hereinafter referred to as "Exhibitor", applies for participation in the USDA-endorsed **USA Pavilion at SIAL Paris 2006** in Paris, France organized by IMEX Management, Inc. hereinafter referred to as "Management".

1 Exhibitor (Company) _____

Street Address _____

City _____ State _____ Zip Code _____

Phone _____ Fax _____

**If billing information is different from above, please attach.*

2 Person Responsible for Exhibit Planning

Name _____ Email _____

3 Products to be exhibited, including brand names _____

4 Exhibit Space Requested

All booths include the services & amenities specified in the USA Pavilion Exhibitor Registration File 2006.

A. Booth Reservation

EARLY REGISTRATION (through February 1, 2006)

☐ a total of _____ Full Booth(s) (12 sqm) @ US \$9,500 = US\$ _____

☐ Half Booth (6 sqm) @ US \$5,000 = US\$ _____

☐ Raw Space (_____ sqm) @ US \$475 = US\$ _____

STANDARD REGISTRATION (after February 1, 2006)

☐ a total of _____ Full Booth(s) (12 sqm) @ US \$10,500 = US\$ _____

☐ Half Booth (6 sqm) @ US \$5,525 = US\$ _____

☐ Raw Space (_____ sqm) @ US \$525 = US\$ _____

B. Corner Premium _____ corners @ US \$1,000 = US\$ _____

C. Co-Exhibitor _____ @ US \$800 = US\$ _____

D. Sub-Tenant _____ # of companies @ US \$450 = US\$ _____

E. Sub-Total before VAT (A+B+C+D) = US\$ _____

F. VAT (19.6% of E) = US\$ _____

G. Total (E+F) = US\$ _____

H. Deposit Due With Application (50% of G) = US\$ _____

5 Payment Information: Please make checks payable to IMEX Management, Inc. 50% deposit due with Booth Application Form; 50% balance due June 1, 2006.

6 We, the undersigned exhibiting company, hereby apply and agree to comply by the Terms and Conditions printed on the reverse side of this application. Enclosed is our deposit check for US\$ _____, covering the exhibit space as indicated above. The person(s) signing this document expressly represents and warrants to Management that he or she is authorized by Exhibitor to bind it to the terms hereof. The undersigned acknowledges that he or she has read and accepts the terms as set forth on both sides of this Booth Application & Contract Form.

Signature _____ Title _____

Type or Print Name _____ Date _____

Four easy steps to apply

- 1 Read Terms & Conditions of participation on reverse side.
- 2 Complete and sign the Booth Application & Contract Form.
- 3 Make deposit check payable to IMEX Management, Inc.
- 4 Send ORIGINAL APPLICATION and check (retain yellow copy) to:
IMEX Management, Inc.
Attention: Kelly Wheatley
4525 Park Road
Suite B-103
Charlotte, NC 28203 USA
Tel: 1.704.365.0041
Fax: 1.704.365.8426
Email: kellyw@imexmgt.com

** Participation fees are based on an exchange rate of US \$1 = Euro 0.82. A variation in the exchange rate of $\pm 5\%$ or more on June 1, 2006, may result in a corresponding adjustment.*

TERMS AND CONDITIONS

USA Pavilion at SIAL Paris 2006

Upon acceptance of your completed Booth Application and Contract Form and booth deposit, the following Terms & Conditions will be in effect and are subject to such additions or changes as may be made by IMEX Management, Inc. in the Exhibitor's Manual. Exhibitors will be promptly advised of any changes or additions.

PLEASE KEEP A COPY FOR YOUR RECORDS.

1. The following conditions as well as rules and regulations laid down by the show organizers, are part of the Participation Agreement made through the signing of the "Booth Application and Contract Form", as though fully incorporated therein, and each participant, hereinafter referred to as Exhibitor, is bound by each and everyone thereof.
2. IMEX Management, Inc., hereinafter referred to as Management, undertakes within the framework of the offer submitted to carry out the project described in the USA Pavilion at SIAL Paris 2006 Exhibitor Registration File, on the condition that the requisite number of Exhibitors apply.
3. **Origin of Products:** All USA Pavilion exhibitors must promote and display only products consisting of at least 50% agricultural and/or food ingredients of U.S. origin computed on a value or volume basis. Product labels must indicate that the products were either produced or processed in the United States. The USDA and/or USA Pavilion Management have the authority to require removal of any non-U.S. products from Exhibitor's booth.
4. **Space Assignments:** Exhibit space assignments within the pavilion are made on a first-come, first-served basis. No assignment will be official until a completed application and the proper deposit has been received and accepted by Management. The location and layout of the USA Pavilion are subject to change at the sole discretion of the show organizers. The floor plan of the pavilion may also change to fit the total space demand. Space numbers printed in the Pavilion floor-plan are for pavilion use only. Exhibit space numbers will be assigned to the Pavilion by the show organizers at a later date.
5. **Exhibitor agrees** to provide their own property and liability insurance, keep a fully equipped, manned booth in the USA Pavilion at all opening hours throughout the show, make payments for exhibit space and additional expenses as scheduled and not to reassign, grant or license the use of Exhibitor's space without written consent from Management.
6. **Sharing of Booth:** Exhibitor agrees to share the assigned booth with no more than one other exhibitor. Management will authorize no more than two companies to be listed on the fascia board and will permit no more than two companies to be represented in the booth. An additional \$750 booth sharing fee will be charged to cover administrative charges.
7. **Liability:** The Exhibitor agrees to indemnify and hold harmless the Management, the Show organizers, the Exhibition Hall Facility and City in which this exhibition is being held, and their Officers, Agents and Employees, against all claims, losses, suits, damages, judgments, expenses, costs and charges of every kind resulting from its occupancy of the space contracted herein for by reason of personal injuries, death, property damages, or any other cause sustained by any persons or others. The Management shall not be responsible for loss or damage to displays or goods belonging to Exhibitors whether resulting from fire, storms, acts of God, air conditioning or heating failure, theft, pilferage, mysterious disappearance, bomb, threats or other causes.

All such items are brought to the Exhibition and displayed at Exhibitor's own risk, and should be safeguarded at all times. The Exhibitor agrees that Management shall not be responsible in the event of any errors or omissions in the listings in the exhibition official directory and in any promotional material. Exhibitor agrees to indemnify Management against and hold it harmless for any claims and for all damages, costs and expenses, including, without limitation, attorneys' fees and amount paid in settlement, incurred in connection with such claims arising out of the acts or negligence of Exhibitor, his agents or Employees.

8. **Payment Schedule:** A deposit of 50% of the total space cost is required with the submission of the application and the balance of 50% must be made by June 1, 2006. No exhibit space assignments will be made to companies who have not paid the proper deposit. Management has the right to replace any exhibitor who has not paid its space in full by June 1, 2006. The cancellation policy listed below will apply in that case.
9. **Cancellations:** In the event the Exhibitor seeks to cancel all or part of this contract, Exhibitor may only do so by giving written notice by certified mail, return receipt requested. In such instance, Exhibitor will still be liable for one-half of the total exhibit fee so long as the written notice of cancellation is received by Management prior to June 1, 2006. If written cancellation notice (by certified mail, return receipt requested) is received by Management on or after June 1, 2006, Exhibitor shall pay a cancellation fee equal to the total exhibit fee. These cancellation fees are considered to be liquidated damages for the injuries Management will suffer as a result of Exhibitor's cancellation. The Exhibitor acknowledges that damages for breach of this contract are difficult to ascertain at the time of this contract's formation and moreover, Exhibitor acknowledges that the agreed upon liquidated damages are a reasonable forecast of compensatory damages in case of breach. The Exhibitor also acknowledges that its withdrawal from its reserved space at a time when other entities would be interested in occupying it will cause Management to sustain damages. In such situation, the Management's damages will be significant, but not precisely calculable. This provision for liquidated and agreed upon damages is not a penalty and therefore the provision for liquidated damages is valid. The date of cancellation should be the postmarked date on such correspondence.
10. **Force Majeure:** In the event of fire, war, public calamity, force majeure or other reasons beyond Management's control preventing all that is indispensable to the staging of the USA Pavilion, Management may decide at any time to cancel all applications for Exhibit Space already filed while notifying the Exhibitors of this decision in writing. Whatever the reasons of such cancellation, the Exhibitors are not entitled to any compensation or indemnity. Funds remaining after payment of all costs will be distributed among Exhibitors proportionately to the amounts paid by them. It is here with expressly agreed that Exhibitors shall have no rights of preferring claims against Management on any grounds or for any reasons whatsoever.